

CHANTILLY PARK CONDOMINIUM ASSOCIATION

c/o Jeffrey Charles and Associates, Inc.
6422 Grovedale Drive, Suite 201C
Alexandria, VA 22310
Phone: 703.924.5900 / Fax: 703.924.6737

DATE: November 18, 2014

TO: All Homeowners

SUBJECT: 2015 Budget

Enclosed please find the 2015 budget for the Chantilly Park Condominium Association as approved by the Board of Directors. The monthly assessments have increased by 1% to:

Berkley	=	\$277.72
Berkley Loft	=	\$353.64
Dartmouth	=	\$408.08
Fordham	=	\$461.45

The parking assessment did not increase and will remain at \$11 per space per month.

Coupons for use in making your 2015 will be mailed shortly. Please note that the remittance address is:

Chantilly Park
PO Box 71245
Philadelphia, PA 19176-6245

If you use an online bill payment service to remit your dues, please ensure your payment includes your **account number** (xxxx) and is made payable to **Chantilly Park**. This will ensure your payment is processed promptly.

If you are enrolled in Direct Debit of your quarterly dues, we will not send you coupons. Please contact the Accounting Department at Jeffrey Charles if you wish to make any changes to your automatic debit.

Thank you for your continued support of the community.

**Chantilly Park Condominium
2015 BUDGET**

	Projected 12/31/2014	2014 Budget	2015 Budget	
INCOME:				
Assessment Income	902,097.00	902,042.00	911,062.00	1% increase
Garage & Parking Assessments	39,732.00	42,108.00	42,108.00	
Late Fee Income	1,951.00	3,500.00	3,000.00	
Miscellaneous Owner Income	800.00	-	-	
Parking Rental Income	2,160.00	2,500.00	2,500.00	
Gate & Access Fees	2,010.00	1,800.00	2,000.00	
Move in & Out Fees	4,410.00	3,500.00	4,400.00	
Unit Rental Income	15,705.00	18,600.00	-	no longer own unit
Storage Rental Fees	7,080.00	840.00	500.00	
Charges Assessed for Violation	600.00	1,800.00	1,800.00	
Recovery of Bad Debt	8,387.00	5,000.00	5,000.00	
Interest Income	4,735.00	10,500.00	8,000.00	
Miscellaneous Income	1,687.00	2,000.00	2,000.00	
SUBTOTAL INCOME	991,354.00	994,190.00	982,370.00	
EXPENSES:				
GENERAL & ADMINISTRATIVE				
General & Administrative	280.00	-	-	
Bad Debt Expense	-	5,000.00	5,000.00	
Bank Charges	-	250.00	300.00	
Board Support	2,285.00	2,000.00	500.00	
Coupons / ACH / Bank Charges	1,387.00	3,600.00	2,000.00	
Computer Expenses/Services	6,838.00	4,100.00	5,800.00	
Dues & Subscriptions	190.00	2,000.00	2,000.00	
Emergency/OnCall Services	650.00	500.00	650.00	
Office Equipment Lease	298.00	1,500.00	1,000.00	
Office Supplies	5,286.00	2,000.00	3,000.00	
Payroll Services	1,809.00	1,524.00	1,800.00	
Web Site Maintenance	4,661.00	1,200.00	2,250.00	
Other Admin Services	86.00	1,730.00	1,000.00	
Printing & Copying	1,913.00	2,500.00	2,500.00	
Postage	2,657.00	800.00	2,500.00	
Telephone Service	9,970.00	11,000.00	10,500.00	
Permits & Licences	1,410.00	1,552.00	1,552.00	
TOTAL ADMINISTRATIVE COSTS	39,720.00	41,256.00	42,352.00	
PROFESSIONAL SERVICES				
Audit & Tax Services	5,500.00	5,500.00	4,800.00	
Engineering Services	-	2,000.00	-	
Management Fees	21,081.00	19,000.00	19,800.00	
Legal Services - Collections	34,213.00	23,000.00	23,000.00	
Legal Services - Gen Counsel	97,819.00	70,000.00	81,740.00	
Legal Services - Deed Restrict	150.00	-	-	
Legal Services - Lawsuit	27,185.00	-	-	
TOTAL PROFESSIONAL SERVICES	185,948.00	119,500.00	129,340.00	

Chantilly Park Condominium
2015 BUDGET

	Projected 12/31/2014	2014 Budget	2015 Budget
COMMITTEES			
Committees	375.00	-	-
Activity Charges	835.00	2,400.00	1,800.00
TOTAL COMMUNICATIONS	1,210.00	2,400.00	1,800.00
PAYROLL & BENEFITS			
Administrative Salaries	14,806.00	37,500.00	12,500.00
Maintenance Salaries	40,881.00	41,000.00	41,820.00
Manager Salary	89,114.00	70,000.00	71,400.00
Empolyee Health Insurance	-	-	-
Bonuses	-	-	2,000.00
FICA Payroll Taxes	10,414.00	10,000.00	9,620.00
FUTA Payroll Taxes	430.00	3,500.00	300.00
SUI Payroll Taxes	1,589.00	-	600.00
TOTAL PAYROLL & BENEFITS	157,234.00	162,000.00	138,240.00
INSURANCE & INCOME TAXES			
Insurance Claims	-	10,000.00	10,000.00
General Liability Premiums	41,911.00	68,824.00	68,824.00
Federal & State Income Taxes	-	4,758.00	1,600.00
TOTAL INSURANCE & INCOME TAXES	41,911.00	83,582.00	80,424.00
UTILITIES			
Electricity	47,894.00	45,000.00	48,000.00
Gas Heat	2,652.00	1,600.00	2,500.00
Unit Utility Pass-Thru Chge.	222.00	-	-
Water & Sewer Service	90,168.00	80,000.00	90,000.00
TOTAL UTILITIES	140,936.00	126,600.00	140,500.00
LANDSCAPING & IRRIGATION			
Landscaping & Irrigation	1,700.00	-	-
Grounds Contact	26,432.00	28,854.00	28,854.00
Landscaping - Other	6,635.00	8,300.00	8,300.00
Irrigation System & Repairs	500.00	1,200.00	800.00
TOTAL LANDSCAPING & IRRIGATION	35,267.00	38,354.00	37,954.00
OPERATIONS			
Pool License & Permits	-	500.00	500.00
Elevator Permits & Certificat	360.00	500.00	500.00
TOTAL OPERATION	360.00	1,000.00	1,000.00
CONTRACTED SERVICES			
Trash & Recycling Service	19,518.00	18,324.00	20,940.00
Trash & Compactor Contract	9,468.00	9,668.00	9,668.00
Elevator Services	6,609.00	6,696.00	6,696.00

**Chantilly Park Condominium
2015 BUDGET**

	Projected 12/31/2014	2014 Budget	2015 Budget	
Fire Prevention & Protection	15,666.00	11,814.00	10,000.00	
Garage Door Contract	-	2,500.00	2,500.00	
Janitorial Services	64,410.00	66,560.00	66,560.00	
Pest Control	1,450.00	1,200.00	1,200.00	
Pool Management	18,585.00	18,900.00	19,600.00	
Safety & Security	440.00	336.00	336.00	
Snow Plowing Services	46,870.00	5,000.00	12,260.00	
Exercise Equipment	1,418.00	1,500.00	1,500.00	
TOTAL CONTRACTED SERVICES	184,434.00	142,498.00	151,260.00	
REPAIRS & MAINTENANCE				
Building Repair & Maintenance	16,370.00	-	-	
Common Areas Repair & Maint	455.00	-	-	
Electrical Supplies / Repair	5,074.00	3,000.00	3,000.00	
Elevator Repair & Maintenance	22.00	1,000.00	500.00	
Carpet Cleaning	4,420.00	5,000.00	5,000.00	
Garage Repair & Maintenance	5,424.00	2,000.00	2,000.00	
General Repair & Maintenance	4,540.00	15,500.00	10,000.00	
General Maint. Supplies & Equip.	5,668.00	2,500.00	2,500.00	
HVAC Supplies / R & M	9,291.00	5,000.00	5,000.00	
Janitorial Supplies & Maint.	4,997.00	5,000.00	5,000.00	
Locks & Keys Repair & Maint.	2,817.00	5,000.00	3,000.00	
Building Equipment R & M	1,065.00	6,000.00	2,000.00	
Painting Services & Supplies	-	4,000.00	4,000.00	
Plumbing Supplies /R & M	5,418.00	10,000.00	6,000.00	
Pool Supplies / R & M	1,995.00	2,500.00	2,500.00	
Pool Supplies	852.00	2,000.00	1,000.00	
Roofing Repair & Maintenance	1,175.00	2,000.00	1,500.00	
Security System R & M	419.00	1,267.00	1,267.00	
TOTAL REPAIRS & MAINTENANCE	70,002.00	71,767.00	54,267.00	
ASSOCIATION OWNED UNIT EXPENSES				
Owned Unit Assessments	8,436.00	-	-	no longer own unit
Owned Unit Repair Maintenance	26.00	-	-	no longer own unit
TOTAL ASSOC. OWNED UNIT EXPENSES	8,462.00	-	-	
OTHER EXPENSES				
Reserve Contributions	96,387.00	165,233.00	165,233.00	
Loan Expense	36,665.00	40,000.00	40,000.00	
TOTAL OTHER EXPENSES	133,052.00	205,233.00	205,233.00	
TOTAL EXPENSES	998,536.00	994,190.00	982,370.00	
CURRENT YEAR NET INCOME / LOSS	(7,182.00)	-	-	

**CHANTILLY PARK CONDOMINIUM ASSOCIATION
POLICY RESOLUTION 14-01**

(Rules Relating to the Leasing of Units)

WHEREAS, Article V, Section 1(f) of the Declaration provides all Unit Owners with the right to lease his or her Unit but makes that rights subject to rules and regulations adopted by the Board of Directors; and

WHEREAS, the Board deems it in the best interests of the Association to establish rules for the leasing of Units;

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following rules:

I. REQUIREMENTS

1. All Unit Owners who lease their units are obligated to file a copy of the lease with the Association's on-site office within 10 days of the ratification of the lease. The filing must include the Lease Addendum and Registration Form, attached as Exhibits A and B.

2. All leases are subordinate to the Association's Declaration, Bylaws and adopted policies, rules and regulations ("Governing Documents"). All leases must specifically obligate the Tenant to abide by the Governing Documents.

3. No Unit shall be leased for a period of less than twelve (12) months without prior approval from the Board of Directors.

4. The Association's restrictions on occupancy levels within a unit are more restrictive than Fairfax County's Building Code. No more than two (2) persons may occupy the Berkley, Berkley Loft or Cornell models. No more than four (4) persons may occupy the Dartmouth, Dartmouth Loft or Emerson models. No more than six (6) persons may occupy the Falmouth models.

5. The Association reserves the right to deny the use of the parking garage and recreational facilities to a Tenant and/or his or her family until the Lease Addendum and Registration Form are filed.

6. The Unit Owner shall provide copies of the following documents to the Tenant:

- a. The Declaration for the Association and any amendments thereto;
- b. The Bylaws of the Association and any amendments thereto; and
- c. The Rules and Regulations for the Association.

7. Unit Owners are responsible for screening their Tenants and ensuring that their Tenants comply with the Governing Documents for the Association. Any violation of the Governing Documents shall constitute a default under the Lease and shall grant the Association with authority to terminate a lease and/or bring summary proceedings to evict a Tenant. To correct a violation, the Association has the right to take enforcement action against the Unit Owner, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law.

8. Under the Declaration, no Unit Owner may sell their Unit to any individual or entity who does not intend to occupy the Unit absent prior written approval from the Board of Directors. Requests for such approval shall be made in writing. The Board shall respond within 10 days. The Board of Directors reserves the right to deny such applications whenever the rental percentage within the Association equals or exceeds 40% of the units.

9. This Resolution shall apply to all Unit Owners who lease their Units, regardless of whether such Units are currently leased.

This Resolution shall supercede any and all prior Resolutions and/or Rules and Regulations regarding this subject matter.

This Resolution was adopted by the Board of Directors on March 20, 2014 and shall be effective as of April 1, 2014.

Chantilly Park Condominium Association

A handwritten signature in dark ink, appearing to read 'Stephen Shaw', is written over a horizontal line.

Stephen Shaw, Board President

EXHIBIT A

LEASE REGISTRATION FORM

Please mail to: CHANTILLY PARK CONDOMINIUM ASSOCIATION
3800 Lightfoot Street
Chantilly, VA 20151
Attention: On-site Manager

Unit Owner Information:

- | | | | |
|----|----------------------|---------------|---------------|
| 1. | _____ | _____ | _____ |
| | Last Name First Name | Daytime Phone | Evening Phone |
| 2. | _____ | _____ | _____ |
| | Last Name First Name | Daytime Phone | Evening Phone |
| 3. | _____ | _____ | _____ |
| | Last Name First Name | Daytime Phone | Evening Phone |

Unit Owner's
Mailing address: _____

Unit Owner's E-Mail: _____

Unit Owner's Emergency Contact:

Name: _____
Address: _____
Daytime Phone: _____
Work Phone: _____

Lessee/Tenant Information: (List names of persons named in the lease)

Last Name	First Name	Daytime Phone	Evening Phone
Last Name	First Name	Daytime Phone	Evening Phone
Last Name	First Name	Daytime Phone	Evening Phone

Resident Information:

Print the names of all other persons who will reside in Unit:

Last Name	First Name	Daytime Phone	Evening Phone
Last Name	First Name	Daytime Phone	Evening Phone
Last Name	First Name	Daytime Phone	Evening Phone

Motor Vehicles:

_____	_____
(Make and Model)	(State License Plate No.)
_____	_____
(Make and Model)	(State License Plate No.)
_____	_____
(Make and Model)	(State License Plate No.)

Pet Information:

In accordance with the Rules and Regulations adopted by the Association, residents who own, care for, dog sit, or otherwise maintain a dog in their unit for any period of time must register their dog with the Association. Registration must be completed within 30 days of move in to the unit or within 30 days of acquiring the dog.

Print the names of all dogs that will reside within the unit and will be registered with the Association within 30 days of move in:

_____	_____	_____
Name	Breed	Age
_____	_____	_____
Name	Breed	Age
_____	_____	_____
Name	Breed	Age

Lessee/Tenant Emergency Contact:

A. Name of Lessee/Tenant _____

Designated Contact Person: _____
(name) (relationship)

Telephone: () () _____
(Day) (Evening)

B. Name of Lessee/Tenant _____

Designated Contact Person: _____
(name) (relationship)

Telephone: () _____ () _____
(Day) (Evening)

C. Name of Lessee/Tenant _____

Designated Contact Person: _____
(name) (relationship)

Telephone: () _____ () _____
(Day) (Evening)

Lessee/Tenant's Representations:

By my/our signature(s) below, I/we affirm the following:

I/we acknowledge receipt of the Declaration, Bylaws and Rules and Regulations for Chantilly Park Condominium Association and agree to abide by them.

The representations made are true and complete.

Lessee/Tenant's Signature: _____ Date: _____

Lessee/Tenant's Signature: _____ Date: _____

Lessee/Tenant's Signature: _____ Date: _____

Unit Owner's Representations:

By my/our signature(s) below, I/we affirm the following:

I/we represent that we have provided the Tenants with the Declaration, Bylaws and Rules and Regulations for Chantilly Park Condominium Association.

The representations made are true and correct.

Unit Owner's Signature: _____ Date: _____

Unit Owner's Signature: _____ Date: _____

Unit Owner's Signature: _____ Date: _____

FOR MANAGEMENT USE ONLY

Received: _____

Documents (Approved Signed Lease, Approved Signed Lease Addendum)
received: ☐ Yes ☐ No

Property Manager

Date

DECLARATION OF CONDOMINIUM

OF

CHANTILLY PARK, A CONDOMINIUM

Box 52
RGS Commercial
10306 Eaton Place
Suite 520
Fairfax, VA 22030
(703) 383-5833

THIS DECLARATION, dated as of this 20th day of June, 2005, by CHANTILLY PARK CONDOS, L.L.C., a Delaware limited liability company [who, with its successors as described in Regulation § 18 VAC 135-30-30 of Virginia Condominium Regulations promulgated by the Virginia Real Estate Board (effective as of the date hereof), is hereinafter referred to as "Declarant"], provides:

RECITALS:

Declarant is the fee simple owner of certain real estate situate in Fairfax County, Virginia, as more particularly described in Exhibit A-1 hereto and desires to create thereon an expandable condominium regime by submitting the real estate described in Exhibit A-1 to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia of 1950, as amended, Va. Code Ann. Sections 55-79.39 et seq. (the "Condominium Act"). Each reference in the Condominium Instruments to a particular section of the Condominium Act shall be deemed to be a reference to that section as in effect on the date of recordation of the instrument, except where the context clearly indicates a contrary intent.

Declarant has deemed it desirable to establish a means whereby the Unit Owners, acting together, may manage, maintain and improve the Condominium and to that end has caused to be formed a Virginia nonstock corporation under the name Chantilly Park Condominium Association, hereafter called the "Unit Owners Association".

DECLARATION:

NOW THEREFORE, pursuant to the Condominium Act, Declarant hereby declares that the real estate described in Exhibit A-1 hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1 "Additional Land" shall be as described in Exhibit A-4 hereto.

Section 2 "Articles of Incorporation" means the Articles of Incorporation of the Unit Owners Association, as the same may from time to time be amended.

Section 3 "Board of Directors" shall mean the Board of Directors of the Unit Owners Association.

Tax Map: 034-4-01-0009 B

Section 4 "Bylaws" shall mean the Bylaws of the Unit Owners Association, as the same may be amended from time to time.

Section 5 "Condominium" means the real estate and any incidents thereto or interests therein from time to time submitted to the Condominium Act pursuant to the Declaration.

Section 6 "Condominium Unit" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 7 "Common Elements" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 8 "Common Expenses" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 9 "Condominium Instruments" shall mean the documents described as such in Va. Code §55-79.41 together with the Articles of Incorporation, as the same may be amended or supplemented from time to time.

Section 10 "Declaration" shall mean this instrument, as the same may be amended or supplemented from time to time as provided herein.

Section 11 "Limited Common Elements" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 12 "Mortgagee" shall mean the holder of a note secured by a deed of trust encumbering a Unit.

Section 13 "Percentage Interest" shall mean the respective percentage interest (calculated on the basis of a par value) appurtenant to each Unit and representing that Unit's interest in Common Elements and liability for Common Expenses. As of the date of this instrument, the Percentage Interest appurtenant to each Unit is set forth in Exhibit B hereto. Each Unit has a Percentage Interest assigned to it in proportion to its square footage. The Percentage Interest assigned to each Unit will be reduced as the Condominium is expanded pursuant to Article VIII.

Section 14 "Period of Declarant Control" shall mean that period beginning on the date of recordation of this Declaration and expiring on the first to occur of (i) the date upon which Units to which ninety percent (90%) of the Percentage Interests appertain have been conveyed or (ii) five (5) years after the date of settlement of the first Unit in the Condominium to be sold.

Section 15 "Person" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 16 "Rules and Regulations" shall mean the rules and regulations from time to time adopted by the Board of Directors pursuant to the Bylaws.

Section 17 "Storage Bins" shall mean those areas, each comprising approximately four feet by four feet in dimension, located within the Storage Room(s), as hereinafter defined, and so designated on the Plans (as defined in Section 6 of Article II hereof).

Section 18 "Storage Room" shall mean those areas so designated on the Plans and containing one or more Storage Bins.

Section 19 "Unit" shall have the meaning set forth in Va. Code Ann. §55-79.41. The boundaries of each Unit are more particularly described in Section 2 of Article II hereof.

Section 20 "Unit Owner" shall mean the fee simple owner of a Condominium Unit (including Declarant as to Condominium Units owned by Declarant), but excluding those holding title merely as security for the performance of an obligation.

ARTICLE II CREATION OF THE CONDOMINIUM

Section 1 Declarant does hereby submit the real estate situate in Fairfax County, Virginia, as more particularly described in Exhibit A-1, to the provisions of the Condominium Act with the purpose and intent to create a condominium regime with respect thereto. The name of the Condominium shall be "Chantilly Park, A Condominium."

Section 2 (a) The Condominium shall be constructed (and subjected to this Declaration) in phases. The initial phase to be submitted and subjected to this Declaration is captioned "Phase 1" on the Plats and Plans, and the parcels of land comprising Phase 1 are described in Exhibit A-1. It is contemplated that future phases (located on portions of the Additional Land) will be subjected to this Declaration by recording, for each such future phase, one or more Supplemental Declaration(s). Phase 1 includes Building 2A, and the Clubhouse (which is identified as Building 1, a Common Element generally for the use of the Unit Owners and others as designated by the Declarant and/or the Unit Owners Association as applicable), and the Parking Garage Structure and the surrounding land on which they each are located, and Parcel "B" (which is undisturbed open space located lying across Lightfoot Street to the east and northeast of the Buildings) (all as designated and shown on the Plat and Plans) and contains the following residential units as designated, shown and numbered on the Plans. For ease of reference, all of the Units that are contemplated to be submitted and subjected to this Declaration (of which there are a total of five (5) phases as shown on the Plat) are identified collectively herein although only Phase 1 is being initially subjected to this Declaration. The specific designation for each Unit that is (or will be) depicted on the Plans for the various phases of the Condominium is therefore as follows:

Phase 1: Units 102, 104, 105, 106, 107, 108, 109, 110, 111, and 112 are single-story first level Units in Building 2A having one or more Units above them. Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, and 212 are single-story second level Units in Building 2A having one or more units above them. Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, and 312 are single-story third level Units in Building 2A having one or more Units above them. Units 401, 402, 411, and 412 are single-story top level units in Building 2A having no Units above them. Units 403, 404, 405, 406, 407, 408 409, and 410 are two-level top level

Units in Building 2A having no Units above them. Unit 101, a first level nonresidential unit, is also designated as "Storage Room #1" on the Plans, and contains twenty-one (21) Storage Bins numbered 1-21 consecutively. Unit 103, a first level nonresidential unit, contains a bath room for the use of the maintenance personnel, a Maintenance Room, and Electrical Room, and "Storage Room #2", all as designated on the Plans, which contains ten (10) Storage Bins, numbered 22-31 consecutively. Building 2A also contains an elevator and an elevator mechanical room, as designated on the Plans.

Phase 2: Units 113, 114, 115, 116, 117, 118, 119, 120, and 121 are single-story first level Units in Building 2B having one or more Units above them. Units 213, 214, 215, 216, 217, 218, 219, 220, and 221 are single-story second level Units in Building 2B having one or more Units above them. Units 313, 314, 315, 316, 317, 318, 319, 320, and 321 are single-story third level Units in Building 2B having one or more Units above them. Units 413, 414, 415, 418, 419, 420, and 421 are single-story top level Units in Building 2B having no Units above them. Units 416 and 417 are two-level top level Units in Building 2B having no Units above them. Building 2B has no elevator located within it, nor are there any Storage Rooms or other nonresidential units located within Building 2B.

Phase 3: Units 123, 124, 125, 126, 127, 128, 129, 131, 133, 135, and 137 are single-story first level Units in Building 2C having one or more Units above them. Units 223, 224, 225, 226, 227, 228, 229, 231, 233, 235, and 237 are single-story second level Units in Building 2C having one or more Units above them. Units 323, 324, 325, 326, 327, 328, 329, 331, 333, 335, and 337 are single-story third level Units in Building 2C having one or more Units above them. Units 423, 425, 426, 427, 428, 429, 431, 433, 435, and 437 are single-story top level Units in Building 2C having no Units above them. Unit 424 is a two-level top level Unit in Building 2C having no Units above it. Building 2C contains three (3) Storage Rooms as shown on the Plans: (i) "Storage Room #5", located on the second floor, contains four (4) Storage Bins numbered 46-49 consecutively; (ii) "Storage Room #8", located on the third floor, contains four (4) Storage Bins numbered 64-67 consecutively; and (iii) "Storage Room #11", located on the fourth floor, contains four (4) Storage Bins numbered 82-85 consecutively. Building 2C also contains an Electrical Room and Sprinkler room (as designated on the Plans).

Phase 4: Units 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, and 151 are single-story first level Units in Building 2D having one or more Units above them. Units 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, and 251 are single-story second level Units in Building 2D having one or more Units above them. Units 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, and 351 are single-story third level Units in Building 2D having one or more Units above them. Units 438, 440, 441, 442, 448, 449, and 451 are single-story top level Units in Building 2D having no Units above them. Units 439, 443, 444, 445, 446, and 447 are two-level top level Units in Building 2D having no Units above them. Building 2D contains six (6) Storage Rooms as shown on the Plans: (i) "Storage Room #3", located on the second floor, contains ten (10) Storage Bins numbered 32-41 consecutively; (ii) "Storage Room #4", located on the second floor, contains four (4) Storage Bins numbered 42-45 consecutively; (iii) "Storage Room #6", located on the third floor, contains ten (10) Storage Bins numbered 50-59 consecutively; (iv) "Storage Room #7", located on the third floor, contains four (4) Storage Bins numbered 60-63 consecutively; (v) "Storage Room #9", located on the fourth floor, contains ten

(10) Storage Bins numbered 68-77 consecutively; and (vi) "Storage Room #11", located on the fourth floor, contains four (4) Storage Bins numbered 78-81 consecutively. Building 2D also contains an Elevator, Elevator Mechanical Room and mail boxes, all as designated on the Plans.

Phase 5: Units 152, 153, 154, 155, 156, 157, and 158 are single-story first level Units in Building 2E having one or more Units above them. Units 252, 253, 254, 255, 256, 257, and 258 are single-story second level Units in Building 2E having one or more Units above them. Units 352, 353, 354, 355, 356, 357, and 358 are single-story third level Units in Building 2E having one or more Units above them. Units 452, 453, 454, 455, 456, 457, and 458 are single-story top level Units in Building 2E having no Units above them.

All Buildings contain Common Elements (such as stairwells and hallways) and each Unit contains a patio (if on the ground floor) or a deck 9 if above the ground floor), in the form of a Limited Common Element appurtenant to that Unit.

(b) The lower (horizontal) boundary of each Unit is the horizontal plane of the upper surface of the concrete floor slab of that Unit.

(c) The upper (horizontal) boundaries of each of the Units are the horizontal planes of the upper (covered) surfaces of the gypsum wallboard (or other material) constituting the exposed ceiling of that Unit.

(d) The vertical (perimetric) boundaries shall be the vertical planes of the perimeter walls [as measured from inside face of stud (or masonry) wall to inside face of stud (or masonry) wall] of a Unit extended to intersections with other vertical boundaries and with the horizontal boundaries. It is understood that Va. Code Ann. §55-79.50(b) shall apply and that all doors and windows in such walls, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surface thereof, shall be a part of the Unit, while all other portions of such walls shall be a part of the Common Elements.

(e) Except as may be otherwise expressly provided herein, the Unit shall include the items specified as being part of a Unit in Va. Code Ann. §55-79.50(b) - (d). Heating, air-conditioning and air-handling equipment serving a single Unit (wherever located including without limitation on the roof of a Building) shall be deemed to be a part of the Unit which it serves. Except as otherwise expressly provided, if any equipment, chute, flue, duct, conduit, wires, pipe, chase, sprinkler or security system component or other apparatus (collectively "Equipment") lies within a Unit or the Common Elements but serves a single Unit (the "dominant Unit") other than the Unit or the Common Elements in which it is located (the "servient Unit or Common Elements"), it shall be deemed to be a Limited Common Element appurtenant to the dominant Unit. If it is the right and responsibility of the Unit Owner to repair the Equipment, the Unit Owner of the dominant Unit shall have the right of access through the servient Unit or Common Elements at reasonable times and upon reasonable advance notice to the Unit Owner of the servient Unit or to the Unit Owners Association as to servient Common Elements to inspect the Equipment and to maintain, repair and replace same when necessary; provided however, that the Unit Owner of the dominant Unit shall repair or replace any damage to the servient Unit or Common Elements caused by his exercise of rights hereunder. If it is the right and responsibility of the Unit Owners Association to repair the Equipment, The Unit

Owners Association shall have the right of access through the servient Unit or the Common Elements at reasonable times as upon reasonable advance notice to the Unit Owner of the servient Unit (except in the event of an emergency) to inspect the Equipment and to maintain repair and replace the same when necessary; provided, however, that the Unit Owners Association (at the expense of the Unit Owner of the dominant Unit) shall repair or replace any damage to the servient Unit or Common Elements caused by its exercise of rights hereunder.

(f) To the extent not inconsistent with the Condominium Act, the existing physical boundaries of a Unit or Common Elements (including the physical boundaries of a Unit or Common Elements reconstructed in substantial accordance with the original plat and plans thereof) shall prevail over any boundaries expressed in the Condominium Instruments or deed to a Unit, regardless of settling or lateral movement of a building or minor variance between boundaries shown in the Condominium Instruments or deed.

Section 3 Except as may be otherwise expressly provided, the items specified in Va. Code Ann. §55-79-50(e) [including without limitation patios] shall be Limited Common Elements appertaining to the Unit or Units which they serve. Except as provided in Va. Code Ann. §55-79 - 57B and except that Declarant or the Unit Owners Association may, by amendment to this Declaration, assign additional parking spaces as Limited Common Elements to the extent deemed appropriate, in their sole discretion, in order for each Unit to have a minimum of one (1) parking space assigned to it as a Limited Common Element, or as otherwise provided by Declarant or the Unit Owners Association, no Common Elements shall be subsequently assigned as Limited Common Elements. Limited Common Elements may also therefore include the parking spaces and storage spaces, if any, designated as such and include those parking spaces and storage spaces/areas, if any, which may be sold to individual Unit Owners, if any, as determined by Declarant or the Unit Owners Association in their sole discretion.

Section 4 Each Unit is allocated an undivided interest in the Common Elements in accordance with that Unit's respective Percentage Interest (which Percentage Interest is based on a proportionate square footage basis and is expressed as a fraction of the whole in Exhibit B). Each Unit's Percentage Interest will be reduced as and when the Condominium is expanded pursuant to Article VIII hereof. The Percentage Interests as shown on Exhibit B are those that will obtain once all Units contemplated in all five (5) phases have been submitted and subjected to this Declaration.

Section 5 Attached hereto as Exhibit A-2 is a plat of survey (the "Plat") prepared in accordance with Va. Code Ann. §55-79.58A and F and certified by a registered land surveyor. The Plat depicts the Additional Land contained in the other phases that are intended to be submitted and subjected to this Declaration in the future by the recording of one or more supplemental Declarations.

Section 6 Attached hereto as Exhibit A-3 is a set of plans (the "Plans") prepared in accordance with Va. Code Ann. §55-79.58B and F and certified by a registered architect, registered engineer, or a registered land surveyor.

ARTICLE III
EASEMENTS AND RESERVED RIGHTS

Section 1 Subject to subsection 2(f) of Article II, easements for encroachments are hereby reserved pursuant to Va. Code Ann. §55- 79.60.

Section 2 Declarant reserves for itself and its duly authorized agents, representatives, employees, successors and assigns (i) the right to conduct business and the right to maintain sales offices and/or model units in any Unit owned by Declarant that may now or hereafter be a part of the Condominium, and the right to relocate the same from time to time to any other Unit owned by Declarant; (ii) an easement over and upon the Common Elements for the purpose of constructing improvements to the Additional Land including provision of utility service and pedestrian and vehicular access thereto (whether or not all or any portion of the Additional Land is subjected to the Declaration); and (iii) an easement to post signs for the purposes set forth in Subsection 1(h) of Article V. Declarant reserves easements for utilities and drainage across that portion of the Common Elements on which no buildings are constructed (including all phases of the Condominium) for the benefit of the Additional Land (regardless of whether all or any portion thereof is subjected to this Declaration).

Section 3 Each Unit shall have an easement for subjacent and lateral support vis a vis the other Units and Common Elements. The Unit Owners Association shall have a right of access through any Unit in order to gain access to the Common Elements (including Limited Common Elements).

Section 4 The Unit Owners Association may install separate utility meters and apparatus in connection therewith with respect to Units in lieu of any central meter should it determine to do so. The Unit Owners Association may assess as part of Common Expenses the cost of any utility, trash, concierge, telecommunication or other service available to all Units.

Section 5 Nothing contained in any of the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements except to the extent expressly required herein or in the Condominium Act.

Section 6 The Common Elements as shown on the Plat and Plans include (either now or in the future as additional phases are submitted to this Declaration), without limitation, common areas, landscaping, walkways and paths and all the private streets within the land areas submitted to the condominium regime. All Unit Owners shall have an easement for the use and enjoyment of the Common Elements in common with all other Unit Owners. Except as provided in the next sentence, the cost of maintaining all such Common Elements shall be Common Expenses to be borne by all Unit Owners. Notwithstanding anything else in this Declaration to the contrary, Declarant shall be responsible for the maintenance of all private streets and roadways located on the submitted land or to be located on the Additional Land and shown on the Plat until such time as responsibility for maintenance of said private streets and roadways are transferred to the Unit Owners Association by Declarant's delivery of a written notice of such transfer to the Unit Owner's Association.

**ARTICLE IV
RELOCATION OF UNIT BOUNDARIES; SUBDIVISION**

Section 1 Boundaries of adjoining Units (including without limitation adjoining Units on different floors) may be relocated in accordance with Va. Code Ann. §55-79.69; provided however, that the prior written consent of any Mortgagee(s) of the Units involved shall be required to permit such relocation.

Section 2 A Unit may not be subdivided or partitioned.

**ARTICLE V
RESTRICTIONS**

Section 1 Each Unit and the Common Elements shall be occupied and used as follows:

(a) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.

(b) No unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. No nuisance shall be allowed in any Unit or Common Elements, and the Board of Directors shall have authority to prohibit any practice which is a source of annoyance to other Unit Owners or which interferes with the peaceful enjoyment and use of any Unit or Common Elements. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction and relating to any portion of the Condominium shall be complied with, by and at the sole expense of the Unit Owner or the Unit Owners Association, whichever shall have the obligation to maintain or repair such portion of the Condominium.

(c) No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements (except in those Limited Common Elements or other areas, if any, designated for storage by the Board of Directors) without the prior written approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated by the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written approval of the Board of Directors.

(d) Except as otherwise expressly provided herein including Section 2 of Article III, no Unit shall be used for other than residential purposes.

(e) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(f) A Unit Owner shall have the right to lease his Unit; however, except as otherwise approved by the Board of Directors in its sole discretion, no lease by any Unit Owner other than Declarant shall be for an initial term of less than one (1) year and no sublease shall be for a term shorter than the remaining term (excluding renewals) of the underlying lease. Notwithstanding the foregoing, a Unit Owner who is an entity may permit its Unit to be used by its employees and customers subject to, except in the case of Units owned by Declarant, such Rules and Regulations as may be established from time to time by the Board of Directors. During the course of initial sales of the Units by Declarant, none of the Units may be sold to an individual or entity who plans to utilize the Unit for investment purposes, and after the initial sale of a Unit by Declarant, any and all sales of Units to persons who expressly intend to use the Unit for investment purposes shall be subject to the prior written approval of the Board of Directors.

(g) Without the prior written approval of the Board of Directors, except on replacements of any original construction or except as otherwise permitted by law, no Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, awning or other machine, device or improvement upon any Unit or Common Elements in such a fashion that it protrudes from or through any roof, balcony, wall or window.

(h) Except for such signs as may be posted by the Declarant for construction, promotional or marketing purposes and traffic control, no signs, posters, lettering, notice or advertisements of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element, except as authorized by the Board of Directors or by the Rules and Regulations.

(i) The Board of Directors may prohibit or prescribe the location of heavy objects (such as, for example, safes and waterbeds).

(j) Except in the case of a seeing eye dog or such similar animal used by a person with a disability, pets shall be allowed in the Condominium only to the extent (if at all) and under the conditions prescribed by the Rules and Regulations. The appearance of any Limited Common Elements visible to others (such as a verandah) may be regulated by the Rules and Regulations.

(k) Units may not be subjected to a time-share program pursuant to the Virginia Real Estate Time-Share Act.

Section 2 Each Unit and the Common Elements shall be occupied and used in compliance with such Rules and Regulations as may be promulgated and amended from time to time by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

ARTICLE VI TERMINATION

Termination of the Condominium shall be in accordance with Va. Code Ann. §55-79.72:1; provided however, that termination shall not occur without such consent of Mortgagees as is required under the Bylaws.

ARTICLE VII UNIT OWNERS ASSOCIATION

Section 1 Attached hereto as Exhibits C and D, respectively, are the Articles of Incorporation and Bylaws of the Unit Owners Association, each of which instruments constitutes part of the Condominium Instruments. The Articles of Incorporation have been filed with the State Corporation Commission of Virginia. Any amendments to the Articles of Incorporation will likewise be filed with the State Corporation Commission of Virginia but not necessarily recorded in the land records where the Declaration is recorded.

Section 2 The Board of Directors shall constitute the "executive organ" (as defined in the Condominium Act at §55-79.41) of the Unit Owners Association.

Section 3 All Unit Owners shall be members of the Unit Owners Association during and only during the period of their ownership of a Unit and shall have the voting rights set forth in the Articles of Incorporation. All Unit Owners shall abide by and comply with the Articles of Incorporation and Bylaws of the Unit Owners Association and such Rules and Regulations as are from time to time adopted by the Board of Directors.

Section 4 The establishment, collection and liability for Common Expenses shall be as set forth herein and in the Bylaws.

Section 5 Any and all disputes or claims between Declarant and the Unit Owners Association, or parties or agents acting on behalf of either party, related to or arising from the design and construction of any Unit or the Common Elements or the sale of any Unit or the transfer of title to the Common Elements will be resolved by binding arbitration through The McCammon Group, or a successor entity selected by Declarant, who will act as an independent, impartial third-party to render a final and binding decision as to the nature of any dispute or claim and a determination as to each party's responsibility or liability arising out of said dispute or claim. Disputes subject to binding arbitration include, but are not limited to, (i) any dispute that a condition in a Unit or the Common Elements is a construction defect; (ii) any dispute as to whether a construction defect has been corrected; (iii) any alleged breach of any warranty, whether express or implied (to the extent permitted by applicable law); (iv) any alleged violation of consumer protection, unfair trade practice, or any other statute; (v) any allegation of negligence, fraud, strict liability and any other claims arising in equity or from common law; (vi) any dispute as to whether an issue should be submitted to binding arbitration. Any arbitration under this Section 5 shall be governed by the provisions of the United States Arbitration Act, to the exclusion of any inconsistent state law, regulation or judicial decision (to the extent applicable). The award of the arbitrator shall be binding and may be entered as a judgment in a

court of competent jurisdiction. Each party agrees to bear the burden of its own attorneys' fees and costs, including expert fees, in connection with the arbitration and agrees that binding arbitration shall be the sole remedy for resolving any and all disputes between Declarant and the Unit Owners Association. Any arbitration fee shall be divided equally between the parties.

ARTICLE VIII EXPANSION OF THE CONDOMINIUM

Section 1 Declarant hereby reserves the right and option, to be exercised by Declarant at any time and from time to time by Declarant within seven (7) years from the date of recordation of this instrument, to expand the Condominium to include other real estate situate in Fairfax County, Virginia, and more particularly that real estate described by metes and bounds in Exhibit A-4 hereto. The consent of no Unit Owner other than Declarant shall be required in order to effect any such expansion. Any expansion(s) shall be effected by the recordation of supplement(s) to this Declaration (each, a "Supplemental Declaration") in accordance with Va. Code Ann. §55-79.63. Each such Supplemental Declaration(s) shall include a description of the portion of the Additional Land being submitted to this Declaration, which shall correspond to one or more of the planned future phases as shown on the Plat and may also include descriptions of Unit boundaries different from those set forth herein in order to be consistent with the nature of construction of the Units created thereby. Declarant may unilaterally terminate or shorten the period of its right to expand the Condominium by amendment to this Declaration. Upon recordation of a Supplemental Declaration expanding the Condominium, the Units created thereby will be entitled to voting rights and subject to assessment for Common Expenses.

Section 2 All or any portion of the Additional Land may be added to the Condominium. There are no limitations as to what portions (phase(s) of the Additional Land, if any, may be added to the Condominium. Portions of the Additional Land may be added to the Condominium at different times. There are no limitations fixing the boundaries of those portions or regulating the order in which they may be added to the Condominium.

Section 3 The maximum total number of Units that may be created on the Submitted Land and the Additional Land is Two Hundred and Eight (208) Units. No assurances are made herein as to location of any improvements that may be made on any portions of the Additional Land added to the Condominium. No assurances are herein made as to the compatibility of structures erected on any portion of the Additional Land added to the Condominium with structures on the real estate described in Exhibit A-1 in terms of quality of construction, principal materials to be used and architectural style. No assurances are made herein as to what other improvements, if any, may be made on any portion of the Additional Land added to the Condominium. No assurances are made herein as to what types of Units may be created on any portion of the Additional Land or as to the extent to which they will be substantially identical to the Units on the real estate described in Exhibit A-1.

Section 4 Declarant reserves the right to create Limited Common Elements within any portion of the Additional Land added to the Condominium and/or to designate Common Elements therein which may subsequently be assigned as Limited Common Elements, but makes

no assurances as to the types, sizes and maximum number of such Common Elements and Limited Common Elements within each such portion. Declarant reserves the right to construct recreational or other facilities within the Additional Land which may be designated as Common Elements, including without limitation a pool, walkways, a manager's office or trailer, parking areas, a clubhouse and similar improvements.

Section 5 Subject to the express provisions hereof including Section 2 of Article III, the maximum percentage of the Additional Land that may be submitted to this Declaration and the floor area of all Units that may be created thereon not restricted to residential use is zero percent (0%).

Section 6 Inasmuch as all Units are allocated a Percentage Interest based on their respective proportionate square footages as compared to the aggregate square footage of all Units then submitted to this Declaration, following any expansion of the Condominium, each Unit's Percentage Interest will or may be recalculated, and will be a fraction, the numerator of which is the square footage of the Unit and the denominator of which is the aggregate square footage of all Units then comprising the Condominium. The maximum Percentage Interest applicable to each Unit, provided that all Units presently contemplated to be constructed in all Buildings in all five (5) phases are in fact constructed and submitted to this Declaration, is as set forth in Exhibit B to this Declaration.

ARTICLE IX MISCELLANEOUS

Section 1 Except as otherwise provided herein (including specifically, but without limitation, Article IV and VIII and Section 3 of Article II hereof) or in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws may be amended only in accordance with Section 55-79.71 of the Condominium Act; provided however, that amendments of this Declaration, the Bylaws or the Articles of Incorporation other than those terminating the Condominium and other than those requiring a higher percentage vote of Unit Owners and other than those permitted under §55-79.71F of the Condominium Act and other than those under Article IV and VIII and Section 3 of Article II hereof and except as otherwise permitted by the Condominium Act shall require the agreement of Unit Owners of Units to which sixty-seven percent (67%) of the votes in the Unit Owners Association appertain; and, provided further, that this Declaration may not be amended without the consent of Declarant until the expiration of the Period of Declarant Control. There shall be no amendment of this Declaration affecting Declarant's rights under this Section 1 of Article IX or under Section 2 of Article III or under Section 3 of Article II or under Section 14 of Article I or under Subsection 1(f) of Article V or under Article IV and VIII hereof without Declarant's prior written consent.

Section 2 Invalidity of any one of these covenants or restrictions shall in no way affect any other provisions hereof, which other provisions shall remain in full force and effect.

Section 3 The provisions hereof shall be binding upon and inure to the benefit of Declarant and the Unit Owners and the Unit Owners Association and their respective heirs, legal

representatives, successors and assigns, and, in the event of the failure of any Unit Owner to comply with the provisions of the Condominium Instruments, the same shall give rise to a cause of action in the Unit Owners Association or any aggrieved Unit Owner for the recovery of damages or for injunctive relief, or both.

Section 4 All pronouns shall be construed to be of such number and gender as the context may require. All headings are used for convenience of reference only and shall not be construed so as to affect the construction of this instrument.

Section 5 The Exhibits hereto, some of which may be subsequently revised, replaced or supplemented in Supplemental Declaration(s) hereto, initially consist of the following:

Exhibit A-1 : Description of the Land comprising the first phase (Phase 1) of the Condominium;

Exhibit A-2 : Plat(s) showing the Phase 1 land hereby submitted;

Exhibit A-3 : Plans of the structures which contain the Units within the building(s) on the Phase 1 land hereby submitted;

Exhibit A-4 : Description of the Additional Land;

Exhibit B : Percentage Interests;


Exhibit C : Articles of Incorporation of the Unit Owners Association; and

Exhibit D : Bylaws of the Unit Owners Association.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

CHANTILLY PARK CONDOS, LLC

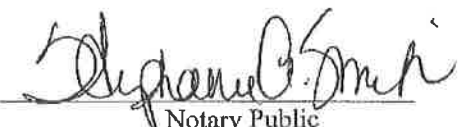
By: TOUSA HOMES, INC.,
a Florida corporation, its Managing
Member

By: 
Cora Wiltshire
Executive Vice President

STATE OF Virginia;
CITY/COUNTY OF Fairfax;

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Cora Wiltshire, as Executive Vice President of TOUSA HOMES, INC., the Managing Member of CHANTILLY PARK CONDOS, LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: 10/31/06


Notary Public

[Notarial Seal]

ARTICLES OF AMENDMENT

OF

CHANTILLY GREEN CONDOMINIUM ASSOCIATION

The undersigned corporation, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, hereby executes the following Articles of Amendment to change the name of the corporation, and sets forth:

1. The name of the corporation is Chantilly Green Condominium Association. The effective date of the Certificate of Incorporation was May 29, 2003.
2. Article I of the Articles of Incorporation is hereby amended to reflect the new name of the corporation (Chantilly Green Condominium Association), as follows:

**"ARTICLE I
NAME**

The name of the corporation is Chantilly Park Condominium Association, hereafter called the "Corporation" or the "Unit Owners Association".

3. The foregoing amendment, and authorization to prepare and file these Articles of Amendment, were adopted at a meeting of the Board of Directors by a vote of at least two-thirds of the directors in office. Member approval of the amendment was not required because the corporation has no members.

The undersigned chairman of the Board of Directors declares that the facts herein stated are true as of July 7, 2003.

CHANTILLY PARK CONDOMINIUM ASSOCIATION
(formerly CHANTILLY GREEN CONDOMINIUM ASSOCIATION)

By: 
Name: LANCE LIEBER
Title: Chairman, Board of Directors

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 29, 2003

This is to certify that the certificate of incorporation of

Chantilly Green Condominium Association

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: May 29, 2003



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

ARTICLES OF INCORPORATION

OF

CHANTILLY GREEN CONDOMINIUM ASSOCIATION

**ARTICLE I
NAME**

The name of the corporation is Chantilly Green Condominium Association, hereafter called the "Corporation" or the "Unit Owners Association".

**ARTICLE II
PURPOSES**

The Unit Owners Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of the real estate known as "Chantilly Green" located in Fairfax County, Virginia, as more particularly described in the Declaration of Condominium of Chantilly Green, A Condominium, recorded in the Clerk's Office of the Circuit Court of Fairfax County, Virginia, as the same may from time to time be amended (the "Declaration"), and to provide a means whereby the Unit Owners, acting together, may provide for the management, maintenance and care of the Condominium and the provision of services to Unit Owners and to occupants of Units, and for this purpose to: (a) enforce the Declaration and Bylaws and exercise all of the powers and privileges and perform all of the duties and obligations of the Unit Owners Association; (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all Common Expenses of the Condominium; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Unit Owners Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may by law now or hereafter have or exercise.

**ARTICLE III
DEFINITIONS**

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Corporation.

**ARTICLE IV
MEMBERSHIP**

Every Unit Owner shall be a member of this Unit Owners Association. Upon conveyance of fee simple title to any Unit to a purchasing Unit Owner, the purchasing Unit

Owner shall become a member of this Unit Owners Association and the membership of the selling Unit Owner shall terminate.

ARTICLE V VOTING RIGHTS

Each Unit Owner shall have one (1) vote per Unit owned by such Unit Owner.

ARTICLE VI REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Unit Owners Association, which is located in the County of Fairfax, Virginia, is 10480 Armstrong Street, Fairfax, Virginia 22030. The initial registered agent of the Unit Owners Association is Keegan & Sotelo, PLC, which is a limited liability company authorized to transact business in Virginia, and whose business office is identical with the registered office.

ARTICLE VII BOARD OF DIRECTORS

A. The number of directors constituting the initial Board of Directors is three (3), and their names and addresses are:

Bruce Leinberger
46950 Community Plaza, Suite 233
Sterling, Virginia 20164

Lance Liebler
46950 Community Plaza, Suite 233
Sterling, Virginia 20164

Mark Walsh
46950 Community Plaza, Suite 233
Sterling, Virginia 20164

At the first annual meeting following the date when more than thirty (30) Units are owned by Unit Owners other than Declarant, the number of directors shall increase to five (5) directors.

B. Until the expiration of the Period of Declarant Control (during which time members do not elect the Board of Directors), and thereafter until their successors have been elected by the Unit Owners, the Board of Directors shall consist of persons designated by the Declarant. Declarant shall have the right in its sole discretion to remove directors during the Period of Declarant Control and to designate their successors.

C. At the first meeting of the Unit Owners Association following termination of the Period of Declarant Control (which meeting shall be held within thirty (30) days after the termination of the Period of Declarant Control), directors shall be elected by the members of the Unit Owners Association. The members of the Board of Directors so elected shall hold office until the next annual meeting of the Unit Owners Association. Thereafter, elected directors shall hold office until the next annual meeting succeeding their election. Members of the Board of Directors shall be elected by oral ballot of the Unit Owners unless any Unit Owner requests a written ballot, in which event members of the Board of Directors shall be elected by written ballot.

D. Except with respect to directors designated by Declarant, at any meeting called for the purpose of removing a director, any one or more of the members of the Board of Directors may be removed with or without cause by a "Majority of the Unit Owners" (as defined in Article II of the Bylaws), and a successor may then and there be elected to fill the vacancy thus created. Notice of such meeting shall state that the purpose, or one of the purposes, of the meeting is the removal of the director(s). A member of the Board of Directors may resign at any time in accordance with Va. Code Ann. Section 13.1-859 (as the same may be amended).

E. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners Association shall be filled by a vote of the majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of such vacancy. Each person so elected shall be a member of the Board of Directors until the next meeting of the Unit Owners Association at which directors are elected. Notwithstanding anything to the contrary in this Paragraph E or in the preceding Paragraph D, until the expiration of the Period of Declarant Control the Declarant shall designate the successor to any resigned or removed director previously designated by the Declarant.

ARTICLE VIII INDEMNIFICATION

A. Definitions. For purposes of this Article the following definitions shall apply:

"Corporation" means this Corporation only and no predecessor entity or other legal entity.

"expenses" include counsel fees, expert witness fees and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

"liability" means the obligation to pay a judgment, settlement, penalty, fine or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.

"legal entity" means a corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise.

"predecessor entity" means a legal entity, the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise.

"proceeding" means any threatened, pending or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

B. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or to its members, the directors and officers of this Corporation shall not be liable to the Corporation or to its members.

C. Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation or by or on behalf of its members) because such individual is or was a director or officer of the Corporation or because such individual is or was serving the Corporation, or any other legal entity in any capacity at the request of the Corporation while a director or officer of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this Section C is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section D of this Article; provided however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section C.

D. Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section C, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance

to do so. The determination that indemnification under this Section D is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section C of this Article shall be limited by the provisions of this Section D.

E. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

F. Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, I, the undersigned incorporator, have executed these Articles of Incorporation this 29th day of May, 2003.


Brian J. Lubkeman, Incorporator

EXHIBIT D
BYLAWS
{SEE ATTACHED}

WREAV149412.10

BYLAWS OF
CHANTILLY PARK CONDOMINIUM ASSOCIATION

ARTICLE I
PLAN OF UNIT OWNERSHIP

Section 1 Applicability. These Bylaws provide for the governance of the Condominium pursuant to the requirements of the Condominium Act¹ and the Virginia Nonstock Corporation Act. The Condominium, located in Fairfax County, Virginia and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation of the Declaration among the land records of Fairfax County, Virginia.

Section 2 Compliance. Pursuant to the provisions of Section 55-79.53 of the Condominium Act, every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

Section 3 Office. The principal office of the Unit Owners Association shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II
UNIT OWNERS ASSOCIATION

Section 1 Composition. The Unit Owners Association shall consist of all of the Unit Owners acting as a group pursuant to the Condominium Act and the Condominium Instruments. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners Association by the Condominium Act and the Condominium Instruments. Except as to those matters which the Condominium Act specifically requires to be decided by the vote of the Unit Owners Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

¹ Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit D or, if not defined therein, the meanings specified in Va. Code Ann. Section 55-79.41 of the Condominium Act.

Section 2 Annual Meetings. The annual meeting of the Unit Owners Association shall be held on a date each year from time to time established by the Board of Directors.

Section 3 Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Unit Owners Association or at such other suitable place convenient to the Condominium as may be designated by the Board of Directors.

Section 4 Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent of the aggregate votes of all Unit Owners. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Following the expiration of the Period of Declarant Control, notice shall be given of a special meeting of the Unit Owners Association at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors.

Section 5 Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners Association at least twenty-one but not more than sixty days before such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten but not more than sixty days before such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles of Incorporation, a plan of merger, a proposed sale of assets pursuant to Va. Code Ann. Section 13.1-900 or the dissolution of the corporation shall be given as required by Va. Code Ann. Section 13.1-842. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article XI of these Bylaws shall be considered service of notice.

Section 6 Adjournment of Meetings. If at any meeting of the Unit Owners Association a quorum is not present, Unit Owners holding a majority of the votes who are present in person or by proxy at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 7 Title to Units. Title to a Condominium Unit may be taken in the name of one or more Persons in any manner permitted by law. Subject to Section 2 of Article III hereof, the Unit Owners Association may acquire, hold and transfer title to one or more Condominium Units in its own name.

Section 8 Voting. Voting by Unit Owners at all meetings of the Unit Owners Association shall be on the basis of one (1) vote per Unit. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person named in a certificate executed by all of the Unit Owners of such Unit and filed with the Secretary or, in the absence of such Person from the meeting, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person owning an interest in

such Unit who is present at the meeting. If more than one Person owning an interest in such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 55-79.77C of the Condominium Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of Section 55-79.77 of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act or the Condominium Instruments, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association. Except where a greater number is required by the Condominium Act or the Condominium Instruments, Unit Owners holding more than one half (1/2) of the aggregate votes cast in person or by proxy at one time at a duly convened meeting ("Majority of the Unit Owners") are required to render a decision at any meeting of the Unit Owners Association. If Declarant owns or holds title to one or more Units, Declarant shall have the right at any meeting of the Unit Owners Association to cast the vote(s) appurtenant to such Unit(s).

Section 9 Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 55-79.77D of the Condominium Act (including without limitation the requirement that the proxy be dated and that signatures of any of those executing the proxy be witnessed by a person who shall sign his name and address) and must be filed with the Secretary before the appointed time of the meeting. Any uninstructed proxy may be cast by the person holding such proxy (provided that such proxy is otherwise valid) in the manner desired by the holder of such proxy. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the Persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven (11) months after the execution thereof and, in any event, any proxy shall terminate automatically after the first (1st) meeting held on or after the date of the proxy or any recess or adjournment of that meeting.

Section 10 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners holding twenty-five percent (25%) of the aggregate votes shall constitute a quorum at all meetings of the Unit Owners Association.

Section 11 Conduct of Meetings. The President may appoint a Person to serve as parliamentarian at any meeting of the Unit Owners Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Condominium Instruments or the Condominium Act or the Virginia Nonstock Corporation Act.

ARTICLE III

BOARD OF DIRECTORS

Section 1 Management. The affairs of the Unit Owners Association shall be managed under the direction of its Board of Directors.

Section 2 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are by the Condominium Act or the Condominium Instruments required to be exercised and done by the Unit Owners Association. To the extent applicable, the Board of Directors may from time to time elect to have the Unit Owners Association treated as a homeowners association or condominium management association within the meaning of Section 528 of the Internal Revenue Code. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Unit Owners as may be desirable or required pursuant to the Condominium Act and to establish the fees to be charged therefor so long as the same do not exceed the maximum amounts set forth in the Condominium Act, including without limitation Sections 55-79.84, 55-79.85 and 55-79.97 thereof. The Board of Directors may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare and disseminate an annual budget in which there shall be established the assessments of each Unit Owner in respect of the Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium and determine when the same shall commence as to all Units, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payments of the annual assessment for Common Expenses.

(c) Provide for the operation, care, upkeep, maintenance and servicing of the Common Elements of the Condominium and the Limited Common Elements and portions of Units to the extent that operation, care, upkeep, maintenance and service of the same is the responsibility of the Unit Owners Association.

(d) Except to the extent the Unit Owners Association contracts with independent contractors for services, designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Condominium and provide services for the Condominium and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

(e) Make commercially reasonable efforts to collect assessments from the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the purposes of the Unit Owners Association.

(f) Appoint committees and enact and amend Rules and Regulations from time to time for the use and occupancy of the Units and Common Elements; provided however, that no such Rules and Regulations so adopted shall be in conflict with the Condominium Act or the Condominium Instruments; and provided further that no such Rules and Regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with

respect to any Unit or the Common Elements. Without limiting the generality of the foregoing, the Rules and Regulations may include the adoption of minimum standards relating to carpeting so as to reduce sound transmission from Unit to Unit and the type of light bulbs to be used on verandahs or porches and other Limited Common Elements to assure uniformity of appearance from the exterior.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Condominium, and repairs to and restoration of the Condominium in accordance with these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Make commercially reasonable efforts to enforce by legal means the provisions of the Condominium Instruments and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceedings.

(j) Obtain and carry insurance as provided in Article VI of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in these Bylaws.

(l) Keep books with detailed accounts in chronological order of the Unit Owners Association's receipts and expenditures affecting the Condominium and the administration of the Condominium and cause these books to be audited from time to time if and when determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting) and shall be open for inspection by Unit Owners.

(m) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and mortgage are included in the budget adopted by the Unit Owners Association or authorized by a Majority of the Unit Owners or when the acquisition is the consequence of the realization upon the Unit Owners Association's lien for delinquent assessments.

(n) Do such other things and acts not inconsistent with the Condominium Act or the Condominium Instruments which the Board of Directors may be authorized to do under the Condominium Act or Condominium Instruments or by a resolution of the Unit Owners.

(o) Grant permits, licenses and easements under, through and over the Common Elements for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing operation of the Condominium and the development of the Additional Land.

(p) Contract for the discharge of any power or responsibility of the Unit Owners Association.

- (q) Provide other services to Unit Owners and to occupants of Units.

Section 3 Managing Agent. Subject to the provisions of Section 55-79.74B of the Condominium Act, the Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors.

(a) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in paragraphs (a), (c), (d), (e), (h), (i), (j), (k), (l), (n), (p) and (q) of Section 2 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (m) and (o) of Section 2 of this Article III. The Managing Agent may perform the obligations, duties and services relating to management of the Condominium and the rights of Mortgagees and may make recommendations concerning the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(b) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors, a monthly financial report shall be prepared for the Unit Owners Association disclosing: all income and disbursement activity for the preceding month; the status of all accounts in an "actual" versus "projected" (budget) format; and any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding either the operating reserve or ten percent of a major budget category.

(c) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter relating to the Condominium.

Section 4 Number, Election and Term of Office. The number, election and term of office of members of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 5 Removal or Resignation of Members of the Board of Directors. Removal and resignation of directors shall be as set forth in the Articles of Incorporation.

Section 6 Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles of Incorporation.

Section 7 Organization Meeting. The first meeting of the Board of Directors following the meeting of the Unit Owners Association at which any director is elected shall be held within thirty days thereafter at such time and place as shall be fixed by the Board of Directors at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting provided that a quorum of the Board of Directors shall be present thereat.

Section 8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least once during each fiscal year. Notice of regular

meetings of the Board of Directors shall be given to each director by mail, telegraph or facsimile, at least three business days before the day named for such meeting.

Section 9 Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given by mail, telegraph or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least a majority of the directors.

Section 10 Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Va. Code Ann. Section 13.1-867B, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11 Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12 Compensation. No director shall receive any compensation from the Unit Owners Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

Section 13 Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE IV **OFFICERS**

Section 1 Designation. The principal officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors.

Section 2 Election of Officers. The officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3 Removal of Officers. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4 President. The President shall be the chief executive officer of the Unit Owners Association, preside at all meetings of the Unit Owners Association and of the Board of Directors, and have all of the powers and duties which are incident to the office of president of a corporation organized under the Condominium Act and the Virginia Nonstock Corporation Act.

Section 5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Condominium Act and the Virginia Nonstock Corporation Act.

Section 7 Treasurer. The Treasurer shall have the responsibility for Unit Owners Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, be responsible for the deposit of all monies and other valuables in the name of the Unit Owners Association in such depositories as may from time to time be designated by the Board of Directors (subject to the right to commingle funds as set forth in Subsection 2(g) of Article III hereof) and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Condominium Act and the Virginia Nonstock Corporation Act.

ARTICLE V OPERATION OF THE CONDOMINIUM

Section 1 Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance,

management, operation, repair and replacement of the Common Elements which the Unit Owners Association is obligated to maintain and those aspects of the Units and Limited Common Elements as to which it is the responsibility of or which the the Unit Owners Association undertakes (pursuant to Section 5 of this Article) to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance or repair of the Condominium and the rendering of all services. Such budget shall also include such amounts as the Board of Directors considers necessary to provide working capital and reserves. Following its adoption, the budget shall be disseminated to the Unit Owners.

(ii) At least thirty (30) days before the beginning of the fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special or other assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Unit Owners Association.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 1(a) of Article IX hereof and Section 5 of Article V hereof, the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 2, of these Bylaws and in the Condominium Act. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited either to reserves or according to each Unit Owner's Percentage Interest to the next installment(s) due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage may be assessed promptly against each Unit Owner in accordance with his Percentage Interest or other appropriate share and shall be payable as the Board of Directors may determine.

(d) Reserves. The Board of Directors may, as a part of the Common Expenses and regular assessments therefor, build up and maintain a reserve for periodic maintenance, repair and replacement of the Common Elements and other items which the Unit Owners Association is obligated or undertakes pursuant to Section 5 of this Article and to cover the amount of any insurance deductible or for other purposes; however, the Board of Directors and the Declarant shall not be personally liable for the inadequacy of any reserve. Extraordinary expenditures not originally included in the annual budget but which becomes necessary during the year may be charged against such reserve. If the reserve is inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed against each Unit Owner according to his Percentage Interest or other appropriate share and which shall be payable in a lump sum or in installments as the

Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next installment payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted installment amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of its effective date as set forth in Article IX, Section 2, of these Bylaws and in the Condominium Act.

(e) Initial Budget. Upon taking office, the first Board of Directors shall determine the budget and level of assessments to the date of expiration of the first fiscal year and the date the assessments shall commence as to all Units. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in Article IX, Section 2 and in the Condominium Act.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his Percentage Interest or other appropriate share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each installment at the rate established for the previous fiscal year until notice of the installment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund or commingled as described in Subsection 2(g) of Article III hereof.

Section 2 Payment of Common Expenses. Each Unit Owner shall pay his Percentage Interest or other appropriate share of the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or by failure to utilize services provided through the Unit Owners Association. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit and due subsequent to the date of recordation of a conveyance by him in fee of such Unit to a successor Unit Owner (except a conveyance as security for the performance of an obligation). Each Unit Owner waives the benefit of the homestead exemption as to any assessments levied hereunder against either the Unit or the Unit Owner. Each such assessment, together with the interest, late charges and costs of collection (including attorney's fees) shall also be the personal obligation of the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them.

Section 3 Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any Unit Owner. Any assessment, or installment thereof, not paid within ten (10) days after due shall, at the option of the Board of Directors, accrue a late charge in the amount of five

percent (5%) of the overdue assessment or installment. Each defaulting Unit Owner shall also pay all costs of collection, including without limitation attorney's fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Unit Owners Association without payment. The Board of Directors shall have the power to accelerate all remaining installments of any annual assessment in the event an assessment is not paid within thirty (30) days of its due date.

Section 4 Statement of Assessments and Access to Records. The Unit Owners Association shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments against the relevant Unit. The Board of Directors may impose a reasonable charge for the preparation of such statement to the extent permitted by the Condominium Act. The Unit Owners Association shall make available during normal business hours for inspection, upon request by Unit Owners, lenders and the holders, insurers and guarantors of the mortgage on any Unit, and prospective purchasers, and their authorized agents current copies of the Condominium Instruments and any Rules and Regulations governing the Condominium and other books, records and financial statements of the Unit Owners Association (including, if such is prepared, the most recent annual audited financial statement of the Unit Owners Association). If and so long as there is no audited statement available, any Mortgagee may have an audited statement prepared at its expense.

Section 5 Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Unit Owners Association. Except as may otherwise be expressly provided, the Unit Owners Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements but only such Limited Common Elements or aspects of Limited Common Elements and only such aspects of Units as the Board of Directors may from time to time determine. If and to the extent the Board of Directors determines to provide any service with respect to Units or Limited Common Elements, such service shall be only on such a cycle and subject to such other conditions and qualifications as the Board of Directors may from time to time determine. The Common Elements and Limited Common Elements shall be kept in good order, condition and repair and in a clean and sanitary condition.

(b) By the Unit Owner. Except as otherwise expressly provided and except to the extent the Board of Directors elects to provide services with respect to specific aspects of Units and Limited Common Elements, each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements in good order, condition and repair and in a clean and sanitary condition, and shall do all such things as may at any time be necessary to maintain the good appearance and condition of his Unit and its appurtenant Limited Common Elements. Each Unit Owner shall also keep any porch or other area visible to others and assigned to his Unit as a Limited Common Element (other than an exterior parking space assigned as a Limited Common Element, which shall be the responsibility of the Unit Owners Association) in a neat and clean condition, free of debris and unsightly accumulations. In the event of a Unit Owner's failure to perform in accordance with this Subsection 5(b), the Unit Owners Association may effect the same and any expense thus incurred shall be paid by the affected Unit Owner as a special assessment against his Unit secured and collectible in the same manner as other assessment hereunder. In addition, each Unit Owner shall be responsible for all damage to his or any other Units or to the Common Elements resulting from his failure to make any of the repairs required

by this Subsection or due to such Unit Owner's (or his tenant's or guest's) negligence or willful act, except to the extent covered by insurance maintained by the Unit Owners Association. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any known defect or known need for repairs for which the Unit Owners Association is responsible. Nothing herein shall be deemed to release any insurer of its obligations under any insurance policy or to create rights of subrogation against any Unit Owner.

(c) Except as otherwise expressly provided, expenditures with respect to the Common Elements shall be Common Expenses assessed in accordance with Percentage Interests. To the extent the Unit Owners Association is obligated, or to the extent the Board of Directors elects that the Unit Owners Association undertake, to provide a service with respect to Units or Limited Common Elements, then the cost of that service shall also be Common Expenses for purposes of the Unit Owners Association's lien and collection rights, but such Common Expenses shall be allocated among the Unit Owners in such manner as the Board of Directors, in its discretion, shall determine. For example, if the Board of Directors shall elect to provide services with respect to heating and air-conditioning equipment serving Units, it might determine that the cost of a maintenance contract applicable to the equipment serving all Units is to be shared on a Percentage Interest basis but that the cost of any individual service call to address a problem affecting a specific Unit is to be borne by that Unit Owner alone. Similarly, the cost of painting all exterior Unit doors (if undertaken by the Board of Directors) might be allocated on a Percentage Interest basis but the cost of painting a particular door outside of the normal painting cycle would be borne only by the Unit Owner of the Unit served by that door.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality.

Section 6 Additions, Alterations or Improvements by Board of Directors. If, in the opinion of not less than two-thirds (2/3) of the members of the Board of Directors, any additions, alterations or improvements to the Common Elements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7 Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the aspects of his Unit visible from the exterior, including the doors and windows, or the Limited Common Elements appurtenant thereto, without the prior written consent of the Board of Directors. If any application to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Unit Owners Association without however incurring any liability on the part of the Unit Owners Association or its Board of Directors or officers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or

improvement, or to any person having a claim for injury to person or damage to property arising therefrom.

Section 8 Right of Access. By acceptance of a deed to his Unit, each Unit Owner thereby grants a right of access to his Unit as provided by Section 55-79.79(a) of the Condominium Act and a right of access to the Limited Common Elements appurtenant to that Unit, to the Unit Owners Association or to the Managing Agent or to any other Person authorized by the Board of Directors or the Managing Agent, or to any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the Unit or Limited Common Elements and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or to heating and air conditioning systems or the Common Elements in his Unit or elsewhere in the Condominium; provided however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The Unit Owners Association shall repair any damage to a Unit or Limited Common Elements caused by its exercise of rights hereunder.

Section 9 Utility and Trash Disposal Charges. The cost of utilities serving the Condominium and not individually metered to each Unit shall be a Common Expense. The Unit Owners Association may arrange trash disposal for the Condominium, and if so, the cost of same shall be part of Common Expense.

Section 10 Use of Common Elements. Except for parking of automobiles in unassigned parking spaces, no Unit Owner shall place or cause or permit to be placed on or in the Common Elements (excepting the Limited Common Elements assigned to such Unit Owner's Unit) assigned to that Unit Owner's Unit any objects of any kind except with the approval of the Board of Directors.

ARTICLE VI **INSURANCE**

Section 1 Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article VI, all insurance policies relating to the Condominium shall be purchased by the Unit Owners Association. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by this Article VI or for any loss or damage resulting from such failure if such failure is due to the general unavailability of such coverage from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim (i) by way of subrogation against the Declarant, the Unit Owners Association, the Board of Directors, the Managing Agent and the Unit Owners, and their respective agents, employees and tenants, and (ii) invalidity arising from acts of the insured.

(2) Such policy may not be cancelled or not renewed without at least 45 days prior written notice (15 days if due to non-payment of premium) to the Unit Owners Association and any Managing Agent and, in the case of physical damage insurance, to all Unit Owners and Mortgagees and mortgage loan servicers to whom a memorandum or certificate of insurance has been issued at their last known addresses.

(c) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of A- or better by Best's Insurance Reports. Notwithstanding the foregoing, surplus and excess lines insurers may be utilized when coverage is either unavailable in the standard market or is available only at a cost or subject to terms and conditions unacceptable to the Board of Directors.

Section 2 Physical Damage Insurance.

(a) The Unit Owners Association shall obtain and maintain a special form policy of insurance against fire and such other hazards insuring the improvements to the Condominium (but not including furniture, wall coverings, furnishings or other personal property supplied or installed by Unit Owners and not including Unit improvements or betterments made by Unit Owners), and naming the Unit Owners Association as insured and the Unit Owners Association as loss payee and as trustee for the use and benefit of all Unit Owners and their Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors contained in Section 6 of this Article VI, in an amount equal to not less than one hundred percent (100%) of the then current replacement cost of the improvements to the Condominium (exclusive of land, excavations, foundations and other items usually excluded from such coverage unless otherwise elected by the Board of Directors but including all building service equipment and any fixtures and equipment except if supplied by a Unit Owner and including personal property and supplies owned by the Unit Owners Association), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. The Board of Directors may elect a deductible for this insurance.

(b) Such policy shall also provide (unless otherwise provided):

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made pursuant to these Bylaws not to do so.

(2) The following endorsements (or equivalent): (i) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction" and (ii) "agreed amount" or its equivalent and "inflation guard," if available.

(3) That any "no other insurance" clause expressly excludes individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Unit Owners Association shall be deemed primary coverage and any individual Unit Owner's policy shall be deemed excess coverage, and in no event shall the insurance coverage obtained and

maintained by the Unit Owners Association hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(4) The right of subrogation against Unit Owners shall be waived.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting at least 10 days prior to expiration of the then current policy.

(d) The Unit Owners Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or become a lien on the Condominium; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owners Association, Unit Owners or Mortgagees from collecting insurance proceeds.

Section 3 Liability Insurance. The Unit Owners Association shall obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 for bodily injury or property damage for any single occurrence), insuring each member of the Board of Directors, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Elements including, to the extent applicable, host liquor liability insurance, employer's liability insurance, comprehensive automobile liability insurance, all-written contractual liability insurance, garage keeper's liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; and (ii) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts or omissions of the Unit Owners Association or of another Unit Owner. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 4 Other Insurance. The Unit Owners Association shall also obtain and maintain:

(a) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(b) Such other insurance (such as, for example, directors and officers liability insurance) as the Board of Directors may determine or as may be requested from time to time by Unit Owners holding a majority of the Percentage Interests.

Section 5 Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his own Unit and for his own benefit and each Unit Owner may,

in his discretion, obtain adequate insurance coverage upon his personal property and Unit betterments and improvements; provided however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Unit Owners Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Unit Owners Association or to cause any insurance coverage maintained by the Unit Owners Association to be brought into contribution with insurance coverage obtained by a Unit Owner. No Unit Owner shall obtain separate insurance policies in conflict with this Section 5.

Section 6 Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to adjust and settle all claims arising under insurance policies purchased by the Unit Owners Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Elements.

ARTICLE VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1 When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the improvements as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the improvements (including any damaged Units, and the floor coverings, bathroom fixtures and appliances initially installed therein by the Declarant and replacements thereof, but not including any furniture, furnishings, fixtures, equipment or other personal property or Unit betterments or improvements supplied or installed by the Unit Owners in their Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of the interior of his own Unit.

Section 2 Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any improvements, the Board of Directors shall obtain estimates of the cost of repairing and restoring such improvements (including any damaged Units and any floor coverings and fixtures and appliances initially installed by Declarant and the replacements thereof, but not including any other furniture, furnishings, fixtures, improvements, betterments or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional and consulting fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from any appropriate reserve for replacement funds and/or shall be deemed Common Expenses and a special assessment therefor (not subject

to the approval of Unit Owners) shall be levied against all Unit Owners in accordance with their respective Percentage Interests.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the improvements.

Section 3 Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, at the direction of the Board of Directors such balance shall either be added to reserves or divided among all Unit Owners and their Mortgagees as their interests may appear and in proportion to their Percentage Interests.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall, if practicable, be applied first to the cost of repairing the Common Elements and thereafter to the cost of repairing the Units.

Section 4 When Reconstruction is Not Required. In the event of insubstantial damage to the Common Elements not materially affecting the use or occupancy of any Unit and if the Board of Directors shall elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall either be added to reserves or distributed among all Unit Owners and their Mortgagees as their interests may appear and in proportion to their respective Percentage Interests. If the Condominium shall be terminated pursuant to Section 55-79.72:1 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors among all Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.

ARTICLE VIII
MORTGAGES

Section 1 Notice to Board of Directors. A Unit Owner who mortgages his Unit may notify the Unit Owners Association of the name and address of his Mortgagee. Any Mortgagee may give written notice to the Unit Owners Association of its name and address and the Unit number and Building or the address of the Unit to which its lien applies.

Section 2 Notice of Default, Casualty or Condemnation. Upon request, the Unit Owners Association shall give notice to any Mortgagee of a default in paying an assessment or any other default with respect to that Mortgagee's Unit which has not been cured within sixty days. Each Mortgagee requesting same shall also be promptly notified of any taking in

condemnation or by eminent domain and actions of the Unit Owners Association with respect thereto, any lapse or cancellation of any insurance policy maintained by the Unit Owners Association and any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 3 Mortgagees' Approvals. Except as provided in Section 55-79.44 of the Condominium Act, unless sixty-seven percent (67%) of the Mortgagees holding first liens on Units (voting on the basis on one vote for each Mortgage owned except as provided below), or Unit Owners (other than Declarant), have given their prior written approval, the Unit Owners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium; or
- (b) Change the Percentage Interest of a Unit (except as the consequence of the expansion of the Condominium or a change in Unit boundaries); or
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (except that the granting of easements for utilities or for other purposes consistent with the Condominium Instruments or the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or
- (d) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of the Condominium.

Section 4 Other Rights of Mortgagees. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Unit Owners Association and all Mortgagees or their designees shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. All Mortgagees shall have the right to examine the books and records of the Unit Owners Association.

ARTICLE IX

COMPLIANCE AND DEFAULT

Section 1 Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

- (a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents, licensees, tenants and guests but only to the extent that such expense is not covered by the proceeds of insurance carried by the Unit Owners Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or the Common Elements.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the Unit Owners Association, if it prevails, shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies; nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit which continues for a period in excess of ten days, then the amount unpaid shall, at the option of the Unit Owners Association, bear interest from its due date until paid at the lesser of the maximum rate permitted by law without being subject to the defense of usury or eighteen percent per annum.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Condominium Instruments or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the portion of the Condominium in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any condition that may exist therein contrary to the intent and meaning of the provisions hereof or of the Condominium Instruments (however, judicial proceedings shall be instituted before any items of construction are altered or demolished), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or in the Condominium Act or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent or by any aggrieved Unit Owner and shall not constitute an election of remedies.

Section 2 Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special or other assessment made pursuant to these Bylaws or the Declaration, together with any

interest or late charge applicable to such assessment and together with any costs of collection (including attorney's fees), is hereby declared to be a lien against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first (1st) day of each fiscal year of the Condominium and, as to special assessments, on the first (1st) day of the next month which begins more than ten days after delivery to the Unit Owner of notice of such special assessment. The Board of Directors or the Managing Agent may file or record such other or further notice or memorandum of any such lien, or such other or further document, as may be required by the aforesaid Section of the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien or to enforce same.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the Condominium Act by action in the name of the Unit Owners Association, or by the Managing Agent acting on behalf of the Unit Owners Association.

(c) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosure or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 3 Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges and the like) shall be subordinate to, and shall in no way affect the rights of a Mortgagee who is an institutional lender secured by a first deed of trust recorded before perfection of the Association's lien for assessments; provided however, that such subordination shall apply only to assessments which have become due and payable before a conveyance of such Unit pursuant to a foreclosure or deed in lieu of foreclosure. Such conveyance shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE X AMENDMENTS TO BYLAWS

These Bylaws may not be modified or amended except as provided in the Declaration; provided however, that until the expiration of the Period of Declarant Control Section 8 of Article II, Sections 2, 3 and 4 of Article III and this Article X may not be amended without the consent in writing of the Declarant. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

ARTICLE XI MISCELLANEOUS

Section 1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally (pursuant to Section 55-79.75 of the Condominium Act) or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Condominium Act

may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided to the Unit Owners Association by the Unit Owner or to such other address as the Mortgagee may specify by written notice to the Unit Owners Association.

Section 2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4 Construction. These Bylaws are intended to comply with all of the applicable provisions of the Condominium Act and the Virginia Nonstock Corporation Act and shall be so interpreted and applied.

IN WITNESS WHEREOF, we, being all of the initial Directors of the Chantilly Park Condominium Association, have hereunto set our hands this 27 day of JUNE, 2005.

Brenda S. Smith
[Signature]
[Signature]